DOCKET FILE COPY ORIGINAL

ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	CC Docket No. 98-14
Number Portability Query Services	)	CCB/CPD 97-52
	)	

**OPPOSITION OF COMCAST CELLULAR COMMUNICATIONS, INC.
TO DIRECT CASE OF BELL ATLANTIC**

Comcast Cellular Communications, Inc. ("Comcast"), by its attorneys, hereby submits this opposition in response to the Commission's *Order Designating Issues for Investigation* in the above-referenced matter.[1/] For the reasons described below, the Commission should declare certain elements of Bell Atlantic's Transmittal No. 1009 ("Transmittal No. 1009") to be unlawful and clarify that local exchange carriers ("LECs") providing transiting services pursuant to tariffs or interconnection agreements are N-1 carriers responsible for performing database inquiries.

I. THE COMMISSION SHOULD DECLARE BELL ATLANTIC'S PROPOSAL TO CHARGE CARRIERS FOR DEFAULT QUERIES TO BE UNLAWFUL

A. Bell Atlantic's Proposed Deployment Plan Disregards the Commission's Prescribed Deployment Method

In its *Number Portability Reconsideration Order*,[2/] the Commission specified the method by which LECs are required to implement local number portability. There, the Commission

---

[1/] Number Portability Query Services, *Order Designating Issues for Investigation*, CC Docket No. 98-14, released January 30, 1998.

[2/] Telephone Number Portability, *First Memorandum Opinion and Order on Reconsideration*, 12 FCC Rcd 7236 (1997) (*Number Portability Reconsideration Order*).

determined that local number portability should be deployed within each of the 100 largest Metropolitan Statistical Areas ("MSAs"), but only on a switch-by-switch basis upon request by another carrier for the provision of portability.[3/] Thus, the Commission limited required deployment "to switches in which a competitor expresses interest in number portability . . . ."[4/] According to the Commission, such limited deployment was appropriate to avoid expenditures in areas within an MSA where there is no immediate need for local number portability services.[5/]

On October 30, 1997, Bell Atlantic submitted Transmittal No. 1009, introducing its Service Provider Number Portability Database Service ("SPNPDS")[6/] as part of its efforts to implement local number portability and recover the costs of its provisioning.[7/] In Section 3.0 of its Description and Justification for Transmittal No. 1009, Bell Atlantic describes its proposed implementation of SPNPDS services. It states that "[w]ith this filing, SPNPDS capability is being activated in the Washington, D.C. and the Philadelphia, Pennsylvania Metropolitan Statistical Areas (MSAs)."[8/] Bell Atlantic is proposing universal provisioning of portability throughout the Washington, D.C. and the Philadelphia, Pennsylvania MSAs. Indeed, SPNPDS

[3/] *Id.* at 7273. As the Commission stated, "LECs need only provide number portability within the 100 largest MSAs in switches for which another carrier has made a specific request for the provision of number portability." *Id. See also* 47 C.F.R. § 52.23 (b)(1).

[4/] *Number Portability Reconsideration Order,* 12 FCC Rcd at 7272.

[5/] *Id.*

[6/] *See* Bell Atlantic, FCC Transmittal No. 1009, filed October 30, 1997. Bell Atlantic's SPNPDS service "provides access to Bell Atlantic's SPNP database to allow N-1 carriers to obtain the LRN routing information that will be needed for call completion." *Id.* at 4.

[7/] *Id.* at 3.

[8/] *Id.*

capability will be provided at every switch located within these MSAs, regardless of whether a request for such services has been made by a competing carrier.

Bell Atlantic is deploying portability in every switch in these MSAs, even though the Commission's rules provide for deployment only in switches for which another carrier has made a specific request for the provision of portability.[9/] In fact, Bell Atlantic does not indicate that it has received any requests for provision of portability in any switch located within the Washington, D.C. and the Philadelphia, Pennsylvania MSAs.[10/]

B. Carriers Should Not Be Required to Compensate Bell Atlantic for Database Queries at Switches Where Portability Has Not Been Requested

Consistent with its full-blown deployment of number portability in the Philadelphia and Washington, D.C. MSAs, Bell Atlantic proposes to impose its new charges throughout those service areas. Indeed, proposed Section 13.3.16 of Bell Atlantic's tariff states that it will charge other carriers terminating non-queried calls from those carriers' networks "the applicable End Office or Tandem SPNP Query Charge."[11/] Bell Atlantic's aggressive deployment schedule may be consistent with a business plan to recover provisioning costs quickly, but there is no basis for imposing these costs on other providers unnecessarily. Nevertheless, under Bell Atlantic's

---

[9/] Section 52.23 (b)(1) of the Commission's rules provides that "[a]ll LECs must provide a long-term database method for number portability in the 100 largest Metropolitan Statistical Areas (MSAs) by December 31, 1998, in accordance with the deployment schedule set forth in the Appendix to this part, *in switches for which another carrier has made a specific request for the provision of number portability.*" 47 C.F.R. § 52.23 (b)(1) (emphasis added).

[10/] Bell Atlantic does indicate that service provider number portability is being activated "on a switch specific basis," but makes no reference to a request for provisioning. *See* Transmittal No. 1009 at Original Page 890.17.

[11/] *Id.* at Original Page 890.19.

blanket implementation proposal, non-requesting carriers will be forced to compensate Bell Atlantic for portability services, regardless of whether such services have any utility for the purchasing carrier or whether portability has been requested at a particular location.

Moreover, under the industry guidelines Bell Atlantic has no obligation to supply portability services until it has received a request for such services. The operational work flows document of the North American Numbering Council's Local Number Portability Task Force provides that a carrier need not furnish portability services until five business days after receipt of an order for the first number to be ported in a specific NPA-NXX in a switch.[12/] Bell Atlantic's proposed tariff, however, will assess charges against a carrier prior to its receipt of any specific order for portability. Once again, Bell Atlantic's proposed service requires carriers to pay for portability services in the absence of any need for these services.

As noted above, Bell Atlantic's proposal contains no evidence that portability services are now needed at every switch. Yet, Bell Atlantic is planning to assess database query charges for all calls entering the network, regardless of whether those calls are routed to switches where portability has been requested or whether an order to port any number in an NPA-NXX has been received by Bell Atlantic. Thus, Bell Atlantic's proposal will impose database query costs on calls to switches from which no numbers have been ported.

While Bell Atlantic may find it desirable as a business matter to begin recovering the costs of number portability for all of its switches simultaneously, it is not entitled to do so. The Commission's rules call for phased deployment of number portability, in response to

---

[12/] *See* Attachment.

specific carrier requests.[13/] Until such time as a request has been made for portability at a switch, there is no need for portability, let alone a legal compulsion to provide it. Consequently, Bell Atlantic is not entitled to extract payment for database queries that, in practice, cannot change the routing of any calls.[14/]

Bell Atlantic's business decision to engage in MSA-wide simultaneous deployment of number portability simply does not entitle it to extract payment for unneeded routing services. Rather, Bell Atlantic, having made that decision, should bear the risk that it will not recover the costs of deployment at switches where no request has been made, just as it would reap the benefits of that decision if requests were made at every switch. Consequently, the provisions of the tariff that permit Bell Atlantic to impose charges on other service providers for database queries and routing at switches that have not been the subject of a request for portability and a request to port at least one specific number should be declared unlawful.

II. THE COMMISSION SHOULD CLARIFY THAT LECS PROVIDING TRANSIT SERVICES ARE N-1 CARRIERS RESPONSIBLE FOR DATABASE QUERIES

Under the Commission's rules for local number portability, the "N-1 carrier" is the carrier responsible for ensuring that database queries are performed under the Location Routing Number

---

[13/] In fact, the rules were modified to permit phased deployment in response to incumbent LEC claims that simultaneous implementation would result in inefficient use of their resources to deploy portability where it was not required. *Number Portability Reconsideration Order,* 12 FCC Rcd at 7267-72.

[14/] If portability has not been requested at a switch, then no numbers have been ported to another carrier and, consequently, the database query will result in routing the call to the carrier that holds the NXX for that number, just as if portability had not been implemented.

("LRN") system of number portability.[15] In its *Second Report and Order*, the Commission defined the "N-1 carrier" as "the carrier in the call routing process immediately preceding the terminating carrier . . . ."[16] Accordingly, the carrier immediately proceeding the terminating carrier in the call routing process is the N-1 carrier responsible for performing the database queries necessary to effectuate number portability.[17]

In Section 3.0 of its Description and Justification for Transmittal No. 1009, Bell Atlantic states that SPNPDS permits N-1 carriers to "either retain the call in their network and obtain from Bell Atlantic the LRN information necessary to route the call or they may pass the call to Bell Atlantic's network and rely on Bell Atlantic to obtain the correct routing information necessary and deliver the call for them."[18] In addition, proposed Section 13.3.16 states that "[w]hen the Telephone Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Telephone Company tandem switch), the Telephone Company will perform the query on behalf of the carrier and bill that carrier a SPNP query charge."[19]

Such language suggests that Bell Atlantic will be charging for database queries in some situations where Bell Atlantic delivers the call to the terminating carrier. While such treatment may be appropriate when another carrier simply defaults traffic to Bell Atlantic, there are other circumstances when this is not the case. In particular, when Bell Atlantic acts as a transiting

---

[15] *See* Telephone Number Portability, *Second Report and Order*, 12 FCC Rcd 12281, 12323 (1997) ("*Second Report and Order*").

[16] *Id.* at 12323.

[17] *Id.*

[18] *See* FCC Transmittal No. 1009, at 4.

[19] *Id.* at Original Page 890.17.

carrier under an interconnection agreement and transports a call to the terminating carrier, Bell Atlantic becomes the N-1 carrier because it is the carrier immediately preceding the terminating carrier in the routing process. Because Bell Atlantic is the N-1 carrier, Bell Atlantic, not the originating carrier, ultimately is responsible for making any necessary database queries and routing the call. The Commission should clarify that Bell Atlantic may not assess charges to another carrier in these circumstances.

This issue is particularly important because many carriers have entered into interconnection agreements that contain transiting provisions. These provisions typically set specific compensation for delivering calls to third parties, including CLECs, wireless providers and incumbent LECs. Permitting Bell Atlantic to add new charges for routing these calls, when it already has agreed to accept a specific level of compensation for such routing, would have the effect of undoing provisions of binding agreements that were carefully negotiated on both sides.[20/]

For these reasons, Comcast requests that the Commission clarify that, under circumstances such as those described above, the LEC is the N-1 carrier responsible for performing database queries. As the Commission stated in its *Second Report and Order*, "[t]he efficient provisioning of number portability requires that all carrier know who bears responsibility for performing [database] queries . . . ."[21/] Accordingly, the Commission should

---

[20/] Indeed, Bell Atlantic was aware of the number portability requirements when it entered into its interconnection agreements with Comcast, approximately one year after the Telecommunications Act of 1996 was enacted.

[21/] *Second Report and Order*, 12 FCC Rcd at 12324.

clarify that LECs providing transport pursuant to tariffs or transiting agreements are N-1 carriers responsible for performing database queries.

III. CONCLUSION

For the reasons stated above, Comcast respectfully requests that the Commission declare certain elements of Bell Atlantic's Transmittal No. 1009 unlawful and confirm that the carrier immediately preceding the terminating carrier in the routing process is the N-1 carrier, regardless of the transport arrangement.

Respectfully submitted,

COMCAST CELLULAR COMMUNICATIONS, INC.

By: _____
Leonard J. Kennedy
J.G. Harrington
Victoria A. Schlesinger

Its Attorneys

Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776-2000

By: _____
Jeffrey E. Smith
Senior Vice President

480 E. Swedesford Road
Wayne, Pennsylvania 19087

Date: February 20, 1998

CERTIFICATE OF SERVICE

I, Joslin Arnold, a secretary at Dow, Lohnes & Albertson, PLLC, do hereby certify that on this 20th day of February, 1998, a copy of the foregoing "Opposition of Comcast Cellular Communications, Inc. to Direct Case of Bell Atlantic" was sent by hand delivery to the following:

William E. Kennard, Chairman
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Magalie R. Salas, Esquire
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Harold Furchtgott-Roth, Commissioner
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Michael Powell, Commissioner
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Gloria Tristani, Commissioner
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Susan Ness, Commissioner
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

The Competitive Pricing Division
Common Carrier Bureau
Room 518
1919 M Street, N.W.
Wshington, D.C. 20554

ITS
1231 20th Street, N.W.
Washington, D.C. 20036

John M. Goodman, Esquire*
Bell Atlantic
1300 I Street, N.W.
Washington, D.C. 20005

Joslin Arnold

* indicates delivery by first-class mail

ATTACHMENT

Provisioning
Figure 1

Step	Description
1. End-user Contact	• The process begins with an end-user requesting service from the New Service Provider. • It is assumed that prior to entering the provisioning process the involved NPA/NXX was opened for porting.
2. End-user agrees to change to New Service Provider	• End-user agrees to change to New Service Provider and requests retention of current telephone number (TN)
3. New Service Provider obtains end-user Authorization	• New Service Provider obtains authority from end-user to act as the official agent on behalf of the end-user. The New Service Provider is responsible for demonstrating necessary authority.
4. Is end-user porting all telephone numbers?	• The New Service Provider determines if customer is porting all TNs. • If yes, go to Step (6). • If no, go to Step (5).
5. New Service Provider notes "not all TNs being ported" in remarks field on LSR.	• The New Service Provider makes a note in the remarks section of the LSR to identify whether the end-user is not porting all telephone numbers (TNs).
6. New Service Provider notifies Old Service Provider of change using Local Service Request (LSR).	• The New Service Provider notifies the Old Service Provider of the porting using the LSR and sends the information via an electronic gateway, FAX, or other manual means. The LSR process is defined by the Ordering and Billing Forum (OBF) and the electronic interface by the Telecommunications Industry Forum (TCIF).

Provisioning
Figure 1

Step	Description
7. Old Service Provider provides Firm Order Confirmation (FOC) to New Service Provider within 24 hours.	• The minimum expectation is that the FOC is returned within 24 hours excluding weekends unless otherwise defined by inter-company agreements. It is the responsibility of the Old Service Provider to contact the New Service Provider if the Old Service Provider is unable to meet the 24 hour expectation for transmitting the FOC. If the FOC is not received by the New Service Provider within 24 hours, then the New Service Provider contacts the Old Service Provider. • The FOC due date is no earlier than three (3) business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five (5) business days after FOC receipt date. It is assumed that the porting interval is not in addition to intervals for other requested services related to the porting (e.g., unbundled loops). The interval becomes the longest single interval required for the services requested. • The FOC process is defined by the OBF and the electronic interface by the TCIF.
8. Old and New Service Providers create and process service orders.	• The Service Providers create and process their service orders through their internal service order systems, from the information provided on the FOC and LSR.
9. Old (optionally) and New Service Providers notify NPAC.	• Due date on create message is the due date on the FOC. Any change of due date to NPAC is the result of a change in the FOC due date. • Service Providers enter subscription data into NPAC SMS via SOA interface for porting of end-user in accordance with the NANC Functional Requirements Specification (FRS) and the NANC Interoperability Interface Specifications (IIS).

Provisioning
Figure 1

Step	Description
10. NPAC performs data validation on each individual message.	• NPAC SMS validates data to ensure value formats and consistency as defined in the FRS. This is not a comparison between Old and New Service Provider messages.
11. Is data valid?	• If yes, go to Step (14). If this is the first valid create message, the t_1 timer is started. • If no, go to Step (12).
12. Return data to Service Provider.	• If the data is not valid, the NPAC returns notification to the Service Provider for correction.
13. Data corrected and forwarded.	• The Service Provider, upon notification from the NPAC SMS, corrects the data and forwards back to NPAC SMS.
14. Did NPAC receive both and matching create messages within nine (9) business hours (t_1).	• If matching, go to Step (17). • If mismatched, go to Step (15). • If t_1 timer expires, go to Step (16). • NPAC SMS processing timers include business hours only, except where otherwise specified. Local business hours are defined as 12 daytime hours per day on Monday through Friday, except holidays. Holidays and business hours are regionally defined.
15. NPAC notifies appropriate Service Provider that information is mismatched.	• The NPAC informs the Service Provider that sent the second create that the messages are mismatched. If necessary, the Service Provider notified coordinates the correction.
16. NPAC notifies appropriate Service Provider that create message is missing.	• If Service Providers do not notify the NPAC SMS and/or provide matching data, the NPAC SMS sends a notification to the Service Provider who did not respond to the port.

Provisioning
Figure 1

Step	Description
	• The NPAC SMS provides an Initial Concurrence Window tunable parameter (t_1) defined as the number of hours after the subscription version was initially created by which both Service Providers can authorize transfer of subscription service. The current default is nine (9) business hours. • The t_2 timer starts.
17. Did Old Service Provider place order in Conflict.	• If yes, go to Step (25). • If no, go to Step (18). • Check Concurrence Flag Yes or No. If no, a conflict cause code as defined in the FRS, is designated. Old Service Provider makes a concerted effort to contact New Service Provider prior to placing subscription in conflict. Old Service Provider may initiate conflict with proper conflict cause code at anytime prior to noon of the business day before the due date.
18. New Service Provider coordinates physical changes with Old Service Provider.	• The New Service Provider has the option of requesting a coordinated order. This is the re-entry point from the Inter-Service Provider LNP Operations Flows - Conflict Flow for the Service Creation Provisioning Process tie point BB. • If coordination is requested on the LSR, an indication of yes or no for the application of a 10-digit trigger is required. If no coordination indication is given, then by default, the 10-digit trigger is applied as defined in inter-company agreements. If the New Service Provider requests a coordinated order and specifies 'no' on the application of the 10-digit trigger, the Old Service Provider uses the 10-digit trigger at its discretion.

Provisioning
Figure 1

Step	Description
19. Does NPAC receive information within nine (9) business hours (t_2)?	• The NPAC SMS provides a Final Concurrence Window tunable parameter (t_2), defined as the number of hours after the concurrence request is sent by the NPAC SMS. The current default is nine (9) business hours. • NPAC SMS processing timers include business hours only, except where otherwise specified. Local business hours are defined as 12 daytime hours per day on Monday through Friday, except holidays. Holidays and business hours are regionally defined. • If create messages match, go to Step (17). • If t_2 timer expires, go to Step (20). • If create messages are mismatched they will be processed in the same manner as Step (15).
20. Is create message missing from New or Old Service Provider?	• If New Service Provider, go to Step (21). • If Old Service Provider, go to Step (23).
21. NPAC logs no response.	• The NPAC records that no matching create message was received from the New Service Provider.
22. NPAC notifies both Service Providers that transaction is cancelled and change is rejected.	• The subscription version is immediately cancelled by NPAC SMS. Both Service Providers take appropriate action related to internal work orders.
23. NPAC notifies Old Service Provider that porting proceeds under control of New Service Provider.	• A notification message is sent to the Old Service Provider noting that the porting is proceeding in the absence of any message from the Old Service Provider.
24. Is the Unconditional 10-Digit Trigger being used?	• If yes, go to Inter-Service Provider LNP Operations Flows - Provisioning with Unconditional 10-Digit Trigger - tie point AA. • If no, go to Inter-Service Provider LNP Operations Flows - Provisioning without Unconditional 10-digit Trigger - tie point A.

Provisioning
Figure 1

Step	Description
	• The unconditional 10-digit trigger is an option assigned to a line on a donor switch during the transition period when the line is physically moved from donor switch to recipient switch. During this period it is possible for the TN to reside in both donor and recipient switches at the same time. • The unconditional 10-digit trigger may be applied by the New Service Provider.
25. NPAC logs request to place order into Conflict including conflict cause code.	• Go to Inter-Service Provider LNP Operations Flows - Conflict Flow for the Service Creation Provisioning Process - tie point B.
26. END	